

TERMS AND CONDITIONS

By accepting these terms and conditions, you agree as follows

PURPOSE

The IRU Academy portal is an e-learning platform with tools (*i.e.* courses) available for consultation only as per the provisions provided below (hereinafter the “**E-learning Course(s)**”).

YOUR DUTIES AND OBLIGATIONS

Access to E-learning Course(s)

When you purchase E-learning Course(s), you shall be provided with an administrative access.

Such an administrative access allows you to create user accounts, without limitation, for your directors, officers, employees, consultants, sub-contractors (hereinafter the “**Representatives**”).

A user account shall be created per Representative and shall be exclusively restricted to that Representative.

E-learning Course(s) Use

You and your Representatives are entitled to access to E-learning Course(s) for the limited purpose of learning and training.

You and your Representatives are entitled to solely consult the E-learning Course(s).

You and your Representative shall not use the E-learning Course(s) for any other purpose. In particular, you and your Representative shall not *inter alia* copy, record, edit, print, publish, download, reproduce, alter or otherwise interfere with the E-learning Course(s).

Each user account are sold for single Representative usage only and shall not be broadcast or otherwise shared. You and your Representatives undertakes to not allow a user account be used by more than one Representative. The right to access and use the E-learning Course(s) in connection with each user account may not be assigned, transferred or sublicensed by any of your Representatives. You shall immediately inform Global Road Transport Foundation (hereinafter the “**IRU Academy**”) of any breach of said obligation.

Your Representatives may access an E-learning Course for twelve (12) months from the date of the access.

After completing the E-learning Course(s) and taking a test, if any, your Representatives are entitled to download a certificate of attendance. Such certificate of attendance delivered by IRU Academy certifies solely that your Representatives have completed the E-learning Course(s).

Fees

You shall pay the amounts (VAT included if due) indicated in the pricing tab on the IRU Academy portal for each user account created to the extent that the E-learning Course is accessed by the Representative (hereinafter the “**Fees**”).

The Fees are due even if an E-learning Course has been accessed but not entirely consulted.

You shall pay the Fees quarterly as follows:

- on the fifteenth (15th) of each month following the end of the quarter, IRU Academy shall issue an invoice for the previous three (3) months (*i.e.* 15 April, 15 July, 15 October and 15 January);
- as regards the first invoice, on the fifteenth (15th) of the month following the end of the relevant quarter, IRU Academy shall issue an invoice for the previous months (*i.e.* 15 April, 15 July, 15 October or 15 January); and
- within thirty (30) calendar days as of receipt of an IRU Academy's invoice, you shall pay the Fees to IRU Academy.

When applicable, IRU Academy may proceed with currency conversions, using its own resources and tools for calculation, at its sole discretion.

Intellectual Property

These terms (hereinafter the "**Terms**") do not give you in any way ownership of any intellectual property rights, including without limitation copyrights, rights in databases, software, designs, get-up, look and feel, inventions, know how, trade secrets, trademarks, trade names and all other intellectual property rights of a similar or corresponding nature which may now or in the future subsist in any part of the world (whether registered or not and any applications to register or rights to apply for registration of any of the foregoing) on the E-learning Course(s). You are solely granted with a non-exclusive, royalty-free, non-transferable license to consult the E-learning Course(s) for the term of these Terms for the sole purposes of learning and training.

PERSONAL DATA

Collection and processing of personal data. You and your Representatives agree to the collection and processing of personal data IRU Academy may receive from you or your Representatives or of which IRU Academy may become aware of in connection with E-learning Courses and other services IRU Academy may provide to you and your Representatives in connection with E-learning Courses (including but not limited to Representatives course usage data) (hereinafter the "**Personal Data**").

Personal Data will be collected and processed by IRU Academy for the following purposes:

- invoicing;
- monitoring of abuses; and
- promoting the E-learning Courses or other products and services IRU Academy may offer, now or develop in the future and which may be, at IRU Academy's own discretion, of interest to you or your Representatives.

Personal Data may be transmitted to IRU Academy's affiliates, members and/or service providers for storage, administrative, operational and statistic purposes in Switzerland, European Union, United States of America or abroad, including to countries without adequate level of protection. In these countries, the protection of Personal Data will be guaranteed by contractual clauses or similar document ensuring an adequate level of protection.

Participants' consent. When creating user accounts and granting access to your Representatives, you warrant to have, prior to the creation of the user account or to the grant of access, obtained the prior written consent of the respective data subjects to the processing of his/her/their Personal Data and/or complied with any requirement resulting from the applicable data protection laws which must be fulfilled to allow the processing of such Personal Data. You will in particular inform the respective data subjects that their Personal Data will be processed by IRU Academy and stored within IRU Academy IT system located in the United Kingdom. You shall inform IRU Academy immediately in case of difficulties encountered with the creation of an administrative access and/or use of the E-learning Courses.

Indemnification. You shall indemnify IRU Academy against any third party claim towards IRU Academy and/or any damage suffered by IRU Academy arising from breaches of data protection obligations attributable to you and related to the Personal Data.

Processing/Instructions. IRU Academy may process Personal Data only as necessary to perform services in connection with the E-learning Courses. Any further processing of Personal Data for any other purpose will be subject to the prior written consent of you or your Representatives. IRU Academy warrants that it will comply with any instruction it receives from you, or ultimately, from the respective Representatives with respect to his/her/its Personal Data.

Security. From the moment IRU Academy is provided with Personal Data respectively from the moment you are provided with an administrative access and you allow Representatives to create user accounts in accordance with the above, IRU Academy and you shall take all appropriate and necessary technical and organisational security measures to protect Personal Data, in particular against unauthorised or unlawful processing, accidental loss, destruction or damage.

Non-retention. As soon as IRU Academy no longer needs Representatives' Personal Data it shall delete or return, at the choice of IRU Academy, any existing copy of the Representatives' Personal Data and certify, upon our request and in writing, that it has done so, unless retention of such Personal Data is required by any applicable law.

Participants' rights. IRU Academy shall notify you without delay of any request in relation to Representatives' Personal Data it receives from a Representative for:

- (i) access to his/her Personal Data;
- (ii) rectification of his/her Personal Data;
- (iii) erasure ('right to be forgotten') of his/her Personal Data;
- (iv) restriction to process his/her Personal Data;
- (v) portability of his/her Personal Data; and
- (vi) object to the processing of his/her Personal Data.

Breach or alleged breach. IRU Academy shall inform you without delay as soon as it becomes aware of any breach or alleged breach in relation to Personal Data and provide any available information and/or documentation in relation thereto.

Compliance with applicable data protection laws. In addition to the rules set forth above, IRU Academy and you undertake to comply at all times with any and all requirements of applicable data protection laws, in particular the EU Regulation 2016/679, including any future amendment (“**GDPR**”), and the Swiss Federal Act on Data Protection of June 19, 1992, including any future amendment (“**SFADP**”).

LIABILITY

Except for fraud or wilful misconduct, IRU Academy shall not be liable to you or your Representatives under or in connection with the use of the E-Learning Courses. You shall ensure that your Representatives are bound by all your duties and obligations under these Terms. You are liable for any acts or omissions of you Representatives and agree to indemnify IRU Academy for the damages caused by such acts and omissions.

IRU Academy shall not be liable for, nor does not warrant, the E-learning Courses. IRU Academy shall not be liable in any way for the content, completeness, correctness, accuracy, legality, non-infringement, reliability or availability of the information presented in the E-learning Courses.

IRU Academy does not guarantee the absence of technical errors, of service outages or of any resulting inconvenience in relation to the IRU Academy portal. Consequently, you are aware and agree that IRU Academy shall not be liable in any way in case of any technical errors or service outages or any resulting inconvenience with respect to the IRU Academy portal.

DURATION AND TERMINATION

Duration

These Terms are entered into for an indefinite period.

Termination

These Terms may be terminated at any time by giving written notice via email. The initial period of twelve (12) months mentioned above shall not be impacted by the termination and consequently the access(es) to the E-learning Course(s) of each Representative shall remain activated for its relative remaining period as of the date of receipt of the email.

These Terms may be terminated forthwith without any obligation to keep the access(es) activated if at any time:

- you commit any material or repeated breach or non-observance of any of the provisions of these Terms, including but not limited to non-payment of Fees within the thirty (30) day period mentioned above under Section “Fees”;
- you are convicted of any criminal offence; or
- you are declared bankrupt.

MISCELLANEOUS

Entire Agreement

These Terms, including any annexes or other documents referred to herein, constitutes the entire agreement between you and IRU Academy concerning the subject matter of these Terms and supersedes any prior understanding or written or oral agreement.

In case of inconsistencies between these Terms and its annexes or other documents, the terms of these Terms shall prevail.

Severability

The illegality or invalidity of any provision of these Terms shall not impair, affect, or invalidate the other provisions of these Terms. Such provision will then be substituted by another one which will reflect nearest the intentions of the Parties.

Amendments

IRU Academy can, at any time, amend these Terms by posting amendments to this platform. Your ongoing use of the IRU Academy portal indicates that you accept any amendments to these Terms.

Notices

Except if expressly provided otherwise in these Terms, all notices, requests or other communications to be given to IRU Academy under, or in connection with, the Terms shall be sent via email in English to academy@iru.org.

GOVERNING LAW AND DISPUTE RESOLUTION

Governing Law

The formation, validity, interpretation, execution, revision and termination of and settlement of disputes under these Terms shall be governed by the laws of Switzerland.

Dispute Resolution

If you are registered in the European Union or Switzerland, any dispute, controversy or claim arising out of, or in relation to, these Terms, including the validity, invalidity, breach, or termination thereof, shall be submitted to the exclusive jurisdiction of the competent courts of Geneva (Switzerland).

If you are not registered in the European Union or Switzerland, any dispute, controversy or claim arising out of, or in relation to, these Terms, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the notice of arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one or three. The seat of the arbitration shall be Geneva. The arbitral proceedings shall be conducted in English.